

**REPORT OF THE
BOARD OF DIRECTORS OF THE
COOK COUNTY HEALTH AND HOSPITALS SYSTEM**

SEPTEMBER 19, 2008

ATTENDANCE

Present: Chairman Warren L. Batts; Vice Chairman Ramirez and Directors David A. Ansell, MD, MPH; Hon. Jerry Butler; David Carvalho; Quin R. Golden; Benn Greenspan, PhD, MPH, FACHE; Director Sister Sheila Lyne, RSM; Luis Muñoz, MD, MPH; Heather E. O'Donnell, JD, LLM; and Andrea Zopp (11)

Absent: None (0)

Also Present: David Alden – Quick Leonard Kieffer International; Dave Barker, MD – Chief Medical Officer, Ruth M. Rothstein CORE Center; Martha Bermingham – Quick Leonard Kieffer International; Johnny Brown – Chief Operating Officer, Stroger Hospital of Cook County; Matthew B. DeLeon – Secretary to the Board of Commissioners of Cook County; Patrick T. Driscoll, Jr. – Deputy State's Attorney, Chief, Civil Actions Bureau, Office of the State's Attorney; Sylvia Edwards – Chief Operating Officer, Oak Forest Hospital of Cook County; Randall Mark – Director of Policy Analysis, Cook County Health and Hospitals System; Jeff McCutchan – Supervisor, Transactions and Health Law Division, Office of the State's Attorney; Matt Powers – Health Management Associates; Roger Quick – Quick Leonard Kieffer International; David R. Small – Interim Chief Executive Officer, Cook County Health and Hospitals System

Ladies and Gentlemen:

Your Board of Directors of the Cook County Health and Hospitals System met pursuant to notice on Friday, September 19, 2008 at the hour of 7:30 A.M. at Stroger Hospital, 1901 W. Harrison Street, in the fifth floor conference room, in Chicago, Illinois.

Your Board of Directors has considered the following items and upon adoption of this report, the recommendations follow.

Matthew B. DeLeon, Secretary to the Board of Commissioners of Cook County, called the roll of members and it was determined that a quorum was present.

Chairman Batts indicated that Directors Ansell and Golden were not physically present at the meeting, but would be attending the meeting via teleconference call.

Directors Ansell and Golden confirmed their presence.

Director O'Donnell, seconded by Director Lyne, moved to allow Directors Ansell and Golden to participate as voting members in the meeting telephonically. THE MOTION CARRIED UNANIMOUSLY.

APPROVAL OF MINUTES

Approval of the minutes of the meeting of the Cook County Health and Hospitals System Board of Directors of Friday, September 5, 2008 at 7:30 A.M.

Director Greenspan, seconded by Director Lyne, moved to approve the minutes of the meeting of the Cook County Health and Hospitals System Board of Directors of Friday, September 5, 2008. THE MOTION CARRIED UNANIMOUSLY.

REPORT FROM SYSTEM BOARD CHAIRMAN WARREN L. BATTS

Briefing on presentations made to Cook County Board and the Civic Federation

Chairman Batts gave a brief overview of the recent presentations made to the Cook County Board and the Civic Federation.

Meeting with Southwest ministers

Chairman Batts reported that a meeting was held with a group of ministers from the Southwest area of Cook County. Director Greenspan and David R. Small, Interim Chief Executive Officer of the Cook County Health and Hospitals System, also attended. The group is interested in improving health care services in that part of the County. The most pressing concern at this time is the lack of trauma services. They would like to establish some form of advisory group to the Board of Directors; Chairman Batts indicated that the Board should be willing to meet with the group.

Discussion continued on the subject of trauma centers in this area. It was stated that the System is being requested to meet needs that are not being met by the private sector; these needs do not target a specific group or County-identified purpose or mission. It was determined that more information would be gathered, and further discussions and review should take place.

Miscellaneous

Chairman Batts stated that he met with two members from the groups who produced the two Blue Ribbon Reports. Their initial suggestion was that the Board should bring in some outside consultants to assist with their progress. He thought that the Board may want to meet with two or three of the leading healthcare consulting firms to learn more about their suggestions and recommendations.

Discussion continued on the subject of outside consultants. Chairman Batts indicated that he did not envision a turnaround group; other types of outside consultant groups were identified. He stated that ultimately the Board needs a "snapshot" to understand the uniqueness of the System that explains the reason for the higher staffing levels. He asked for the opinion of the Directors on the subject of bringing in outside consultants; experiences were related from several Directors. Some factors, such as the cost and the ability to understand the challenges unique to the County, were stated. Many Directors related favorable results from these types of arrangements; increased benchmarking and assessments were enlightening and could be helpful to a new System Chief Executive Officer.

REPORT FROM THE SYSTEM INTERIM
CHIEF EXECUTIVE OFFICER, DAVID R. SMALL

Benchmarking and staffing levels

Mr. Small provided the Board with additional information regarding the examination of staffing levels. He stated that benchmarks can be provided for every department and service line, but the underlying question on staffing levels remains unanswered until a full analysis of the System with relation to these benchmarks is performed. He has asked several firms to give a proposal within thirty days to identify the issues which lead to the full-time equivalent staffing numbers and to identify possible changes that will lower the human capital needs. He stated that he will update the Finance Committee on this issue when he receives responses or new information.

Director Carvalho referenced a study conducted when the new Stroger Hospital was still being planned. He thought that the study may be helpful. He added that although the study is out of date, a significant reduction of full-time equivalent employees in anticipation of opening the new hospital was recommended, but never occurred.

Randall Mark, Director of Policy Analysis for the Cook County Health and Hospitals System, stated that the APM study was conducted in 1998 or 1999; he would locate a copy of the study for their review¹. He added that one of the principal recommendations was to more broadly define the functions of technicians.

Update on status - Report from the Department of Justice, Civil Rights Division regarding Cermak Health Services

Patrick T. Driscoll, Jr., Deputy State's Attorney and Chief of the Civil Actions Bureau of the Office of the State's Attorney, provided the Board with an update on the status of the response to the Report from the Department of Justice, Civil Rights Division, regarding Cermak Health Services. Meetings have been held with attorneys from the Department of Justice in Washington and some attorneys from the U.S. Attorney's office in Chicago; also involved is the Sheriff's separate counsel. Issues relating to medical records and staffing are key findings in the report; funding and capital improvement needs are related. A team of experts has been identified and is ready to come in to do outside analysis of Cermak medical and psychiatric care. These experts have worked with the Department of Justice in the past. The results of their efforts will indicate what is needed to come into compliance. The \$50,000 cost of the analysis is hoped to be paid out of expert witness funds, not health funds. Working groups have been assembled by David Fagus, Chief Operating Officer of Cermak Health Services, and Dr. Avery Hart, Chief Medical Officer of Cermak Health Services. It was pointed out that the funding for Cermak is currently contained within the Public Safety budget.

Discussion turned to the subject of control of Cermak Health Services, currently under the Health and Hospitals System. Mr. Driscoll stated that when questions have been raised regarding transfer of control of Cermak to the Sheriff, the Sheriff has taken a position that they would rather control it themselves than have others control it. Chairman Batts stated that the issue of transfer of control to the Sheriff should be on the table. Mr. Small added that the report findings referenced the issue of bifurcation of administration.

Information provided on dashboards and recent bills and claims approved by County Board

Mr. Small provided the Board with informational dashboards and a listing of recent bills and claims that have been approved by the County Board. Questions arose regarding payments to New York Boys Management. He explained that in 2007, a decision was made to depopulate the long-term care services at Oak Forest Hospital. A contract with New York Boys Management was entered into, in order to take patients from the facility who were in need of extended or long-term care and who had no resources or were undocumented. In response to an inquiry of whether the System follows up with these patients, Mr. Small stated that they ceased to be the System's patients at the point of execution.

Sylvia Edwards, Chief Operating Officer of Oak Forest Hospital, stated that there are two contracts with New York Boys Management. One contract takes care of approximately twenty-four undocumented individuals; the other contract covers skilled care that is required for patients from other facilities, primarily those from Stroger Hospital.

Life Safety Occurrence

Johnny Brown, Chief Operating Officer of Stroger Hospital, reported on a life safety occurrence involving a power outage on Tuesday, September 16th. This occurred at the construction site for the new garage, where an electrical connection was severed. The emergency generator engaged, however, the power spike damaged some computer circuits and closets. There was no data loss or equipment failure, but Cerner went down and connectivity was lost in many places temporarily. Staff responded well; as Cerner was down, they went to a manual mode.

Mr. Small stated that he could distribute a briefing paper² on the steps taken to protect the data systems. There is an entire team involved; all security levels are well maintained and audited in order to protect the systems throughout the organization.

Update on preparations of Proposed Fiscal Year 2009 Budget

Mr. Small gave an update on the preparations of the proposed fiscal year 2009 System budget. He stated that a high-level summary on the proposal is being prepared and refined, which will include various options to consider and discuss with the County. An internal meeting has been scheduled for September 22nd with the following individuals: Chairman Batts; Finance Chairman Carvalho; Mr. Small; Pitt Calkin, Interim Chief Financial Officer of the Cook County Health and Hospitals System; Donna Dunning, Chief Financial Officer of Cook County; and individuals from the County's Department of Budget and Management.

Update and Review from Health Management Associates

Matt Powers, of Health Management Associates, presented an overview of some key issues relative to the System's major source of patient service funding. (See Attachment #1.) Discussion and review took place with relation to the various funding sources, including those related to Intergovernmental Transfers (IGT) and Benefits Improvement and Protection Act of 2000 (BIPA) funding.

Mr. Small related an update with regard to the pending state plan amendment. He stated that a question had been posed, inquiring whether the County would receive the full amount of the disproportional funds, or whether the state would claim any portion. The answer to the question was that the state was not going to claim any portion.

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An overview of some of these funding sources by some Directors with prior experience in these areas was offered, to be provided at a future meeting of the Finance Committee. Chairman Batts requested a glossary and diagram of the funding flow³; Mr. Small indicated that this could be provided.

Miscellaneous

Chairman Batts requested that the Board be regularly provided with copies of media reports that are relevant to the System⁴.

Chairman Batts inquired whether the funding earmarked for demolition of the Administration Building on Polk Street could be instead used for improvements at Oak Forest Hospital and Fantus Clinic.

Mr. Small responded that the demolition is included in the current Master Plan for the campus. He will schedule an update on the issue as an agenda item in October⁵, and will invite representatives from the County's Bureau of Capital Planning and Policy to address the question.

COMMITTEE REPORTS

Human Resources Committee.....Meeting of September 12, 2008

Director Zopp, seconded by Director Butler, moved to approve the Report of the Human Resources Committee for the meeting of September 12, 2008. THE MOTION CARRIED UNANIMOUSLY.

COMMITTEE REPORTS

Finance Committee.....Meeting of September 12, 2008*

* note: Contracts and Procurement Items were approved by
the Finance Committee at this meeting.

Director Carvalho, seconded by Director Lyne, moved to approve the Report of the Finance Committee for the meeting of September 12, 2008. THE MOTION CARRIED UNANIMOUSLY.

UPDATE FROM AD HOC STRATEGIC PLANNING COMMITTEE

Director Greenspan presented an update on the Strategic Planning process. They are continuing to build the database that will be necessary to describe appropriately the current position and trends, and to provide insight into the next few years. They are starting to utilize the Illinois Department of Public Health database to get hospital profiles and are expecting to complete a 2007 set of reports based on that profile data. Further critique and refining of the data will produce a five-year trend going back to 2003.

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Director Greenspan stated that the goal is to convert the data into reports, which will be posted onto the internal website. An additional goal is to produce in time for the first Board planning session a resource manual which will provide a compilation of the five-year trends. He stated that the website is beginning to take shape; access for Board members is expected to be opened soon. They are continuing to convert the data into better and more useful information over the next couple of weeks.

The opening plenary session is expected to take place in October; Director Greenspan circulated a proposed draft list of invitees. He pointed out that this was an early draft, and asked the Board to review the list and provide any feedback or suggestions for additional invitees. The goal of this session is to provide stakeholders with an understanding of what is to be accomplished; it will include a presentation of historic data. He is hoping to fit in a date in October for this purpose, but it may get pushed back.

With regard to the large number of invitees and the possibility of breaking the meeting into sessions, Director Greenspan indicated that the intent was to have a large opening plenary session which would include all invitees; this would be followed by a series of meetings.

PRESENT AND DISCUSS CONTRACT FOR RECRUITMENT FIRM FOR
PERMANENT CHIEF EXECUTIVE OFFICER POSITION
FOR THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM

PRESENT AND DISCUSS CONTRACT FOR INTERIM CHIEF MEDICAL OFFICER
FOR THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM

(See Attachment #2.)

Director Zopp, seconded by Director Butler, moved to recess the regular session and convene into closed session, pursuant to an exception to the Illinois Open Meetings Act, 5 ILCS 120/2(c)(17), et seq., which permits closed meetings for consideration of "The recruitment, credentialing, discipline or formal peer review of physicians or other health care professionals for a hospital, or other institution providing medical care, that is operated by the public body." THE MOTION CARRIED UNANIMOUSLY.

Director Zopp, seconded by Director Butler, moved to adjourn the closed session and convene into regular session. THE MOTION CARRIED UNANIMOUSLY.

On the subject of candidate recruitment for the selection of permanent Chief Executive Officer of the System, a document was circulated with regard to possible dates to set up three meetings for the following:

Week of December 8, 2008: "Book review," or presentation on paper of candidates. This meeting should take roughly two or two and one-half hours, and will be held by the ad hoc Search Committee.

Week of January 5, 2009: 1st round of interviews (roughly nine or ten candidates, with each interview lasting approximately one hour). This meeting would last from 8:00 A.M. to 5:00 P.M., and will be held by the ad hoc Search Committee.

Week of January 19, 2009: 2nd round of interviews (roughly four or five candidates). The candidates meet with medical leadership, executive team, etc. The Search Committee will first meet, then a second session will be held with the remaining Directors.

Chairman Batts stated that Roz Turner would be responsible for setting the dates, and would be in contact with the Directors for this purpose⁶.

Director Zopp, seconded by Director Greenspan, moved to direct the Finance Committee to review and approve the contract with the recruitment firm of Quick Leonard Kieffer International, and to subsequently report such action to the Board.

Director Carvalho requested clarification on the motion. He asked whether the Finance Committee was being delegated the authority to allow the contract with the recruitment firm of Quick Leonard Kieffer International to move forward upon its approval by the Finance Committee and thereafter, to report such action to the Board.

Chairman Batts responded affirmatively.

On the motion, a voice vote was taken and THE MOTION CARRIED UNANIMOUSLY.

Director Zopp, seconded by Director Greenspan, moved to direct the Human Resources Committee to review and approve the job description for the position of permanent Chief Executive Officer of the Cook County Health and Hospitals System, and to subsequently report such action to the Board. THE MOTION CARRIED UNANIMOUSLY.

With regard to the contract for Interim Chief Medical Officer for the Cook County Health and Hospitals System, Director Zopp pointed out that the contract for Dr. Raba contained a typographical error in the contract period section. The contract expiration date should be March 21, 2009.

Vice Chairman Ramirez, seconded by Director Muñoz, moved to approve the proposed contract with John Michael Raba, MD, as amended, for services provided as interim Chief Medical Officer of the Cook County Health and Hospitals System. THE MOTION CARRIED UNANIMOUSLY.

PUBLIC COMMENTS

Chairman Batts asked the Secretary to call upon the registered speakers.

Secretary DeLeon replied that there were none.

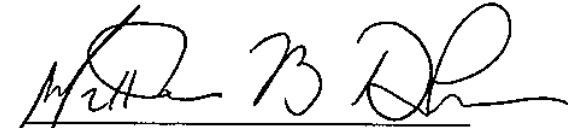
ADJOURNMENT

Director Zopp, seconded by Vice Chairman Ramirez, moved to adjourn. THE MOTION CARRIED UNANIMOUSLY AND THE MEETING ADJOURNED.

Respectfully submitted,
Board of Directors of the
Cook County Health and Hospitals System


Warren L. Batts, Chairman

Attest:


Matthew B. DeLeon, Secretary

The following was requested or was indicated as a follow-up item at this meeting:

- ¹ Provide copy of APM study (1998/1999). On page 3. (Randall Mark)
- ² Provide briefing paper on steps taken to protect data systems. On page 4. (David Small)
- ³ Request for glossary and diagram of funding flow. On page 5. (David Small)
- ⁴ Request that the Board be regularly provided with copies of media reports that are relevant to the System. On page 5. (David Small)
- ⁵ Schedule an update on the Master Plan for the Stroger Campus as an agenda item in October, and will invite representatives from the County's Bureau of Capital Planning and Policy to address the question. On page 5. (David Small)
- ⁶ Schedule three meetings with regard to recruitment of permanent Chief Executive Officer of the System. On page 6. (Roz Turner)

Medicaid Revenue Stream -Background & Main Points of Presentation

- Background
- Finance Office/
Medicaid Office
- HMA
- Main Points
- Recap of HMA
contract items
- Revenue tracking
report

Recap of HMA Contract

- Cost report preparation – fundamental to Medicare reimbursement and critical in Medicaid transition (approximately 400-500 working hours)
 - Stroger (60% of all Medicaid patient revenue)
 - 17 Clinics
 - Assisted in responding to Medicare audit
 - Cost-report related applications
- Coordinating reimbursement and policy activities with state (approximately 300 working hours)
 - Largest payor – major revenues associated with actively seeking opportunities and housekeeping
 - Provider assessment/Pending SPA with CMS
 - Weekly meetings with key staff
 - Outcomes
- Clinics, PCCM, Disease Management
- Unique about HMA

Summary Tables & Background

- SFY07-SFY09 & FY09 SFYTD
- Background
 - Healthcare and Family Services = single state Medicaid Agency
 - CMS is the federal agency which approves the Medicaid state plan
 - State and County have established their relationship in a series of intergovernmental agreements
 - These revenues only include the claims-based volume payments – e.g. no DSH, BIPA

FY07-FY09 CPTF Payment Comparison (0329 Fund)

Comparison 12 Months		JULY	AUG	SEPT	OCT	OCT/NOV *	DEC	JAN	FEB	MAR	APR
FY08 Payments		Payment Mo JULY 2008	Payment Mo AUG 2008	Payment Mo SEPT 2008	Payment Mo OCT 2008	Payment Mo OCT/NOV 2008	Payment Mo DEC 2008	Payment Mo JAN 2009	Payment Mo FEB 2009	Payment Mo MAR 2009	Payment Mo APR 2009
Total		\$32,450,207.95	\$43,207,618.29	\$36,389,660.84							

FY08 Payments		Payment Mo JULY 2007	Payment Mo AUG 2007	Payment Mo SEPT 2007	Payment Mo OCT 2007	Payment Mo OCT/NOV 2007	Payment Mo DEC 2007	Payment Mo JAN 2008	Payment Mo FEB 2008	Payment Mo MAR 2008	Payment Mo APR 2008
Total		\$28,691,685.10	\$37,100,628.18	\$33,342,153.36	\$30,309,581.47	\$84,418,016.28	\$9,920,862.97	\$29,181,669.74	\$36,853,634.62	\$24,987,215.41	\$39,131,178.61

FY07 Payments		Payment Mo JULY 2006	Payment Mo AUG 2006	Payment Mo SEPT 2006	Payment Mo OCT 2006	Payment Mo OCT/NOV 2006	Payment Mo DEC 2006	Payment Mo JAN 2007	Payment Mo FEB 2007	Payment Mo MAR 2007	Payment Mo APR 2007
Total		\$39,701,133.42	\$37,380,480.39	\$46,437,018.31	\$39,437,126.24	\$68,732,288.45	\$17,687,227.35	\$33,162,923.85	\$37,857,691.21	\$31,890,860.67	\$44,098,526.05

Note - Gross Payments
(Divide by 2 for Estimated Net County Revenues)

FY08 Payments		Payment Mo MAY 2009	Payment Mo JUN 2009	FY08 Payment YTD	09 Monthly Average
Total				\$112,047,487.08	\$37,349,162.36

FY08 Payments		Payment Mo MAY 2008	Payment Mo JUN 2008	FY08 Payment YTD	08 Monthly Average
Total		\$42,632,680.28	\$35,416,887.30	\$349,714,014.54	\$34,971,401.45

FY07 Payments		Payment Mo MAY 2007	Payment Mo JUN 2007	FY07 Payment 12 MONTHS	07 Monthly Average
Total		\$40,393,114.51	\$44,696,849.18	\$398,465,063.84	\$33,039,756.89

FY09 CPTF (Monthly Comparison by facility)

FY09 Gross Payments (Divide by 2 for Estimated Net County Revenue)	Payment Mo JULY 2008	Payment Mo AUG 2008	Payment Mo SEPT 2008	FY09 Payment YEAR TO DATE	% Total	Average YTD	Annualized Illustrative Only
Total	\$32,450,207.95	\$43,207,618.28	\$36,389,860.84	\$112,047,487.08	100.00%	\$37,349,162.38	\$448,189,948.32
J H Stroger Hosp of Cook County	\$21,628,478.64	\$26,387,248.24	\$21,098,008.20	\$69,113,735.08	60.71%	\$22,673,243.69	\$272,078,924.32
John H Stroger Jr Pharmacy	\$433,983.70	\$1,489,415.89	\$787,663.60	\$2,720,942.99	2.43%	\$908,981.00	\$10,889,771.98
The Core Center	\$305,224.87	\$478,542.65	\$321,327.46	\$1,106,094.98	0.98%	\$368,688.33	\$4,424,378.82
Core Center Pharmacy	\$25,828.23	\$150,727.84	\$77,091.24	\$253,647.31	0.23%	\$84,549.10	\$1,014,588.24
Cook County Englewood Health Center	\$22,459.04	\$38,978.13	\$29,889.63	\$91,137.80	0.08%	\$30,379.27	\$364,561.20
Fantus Health Center	\$1,897,182.92	\$3,603,428.88	\$2,709,459.80	\$8,210,071.60	7.24%	\$2,705,357.23	\$32,464,288.80
Fantus Health Center Pharmacy	\$131,887.15	\$737,825.77	\$451,039.60	\$1,321,352.42	1.18%	\$440,450.81	\$5,285,409.68
Dr Jorge Prieto Health Center	\$38,957.64	\$68,064.89	\$53,225.24	\$152,247.87	0.14%	\$50,749.29	\$608,991.48
Austin Cook County Comm HC (Cook County Hosp	\$17,817.98	\$43,580.80	\$38,386.27	\$100,585.13	0.09%	\$33,528.38	\$402,340.82
Cicero Health Center (Cook County)	\$86,401.53	\$102,301.49	\$88,408.10	\$277,111.12	0.21%	\$78,037.04	\$938,444.88
Logan Square Health Center (Cook County)	\$40,896.80	\$50,132.39	\$52,017.32	\$142,846.53	0.13%	\$47,615.54	\$571,386.82
Westside Health Center (Patient Accounts - Westside)	\$351.72	\$1,475.13	\$0.00	\$1,826.85	0.00%	\$608.95	\$7,307.40
Vista Clinic of Cook County	\$67,408.39	\$77,228.42	\$68,486.95	\$213,133.78	0.19%	\$71,044.59	\$852,535.04
Oak Forest Hospital	\$3,678,105.39	\$4,185,398.81	\$5,378,088.22	\$13,241,592.42	11.82%	\$4,414,198.74	\$52,970,380.88
Oak Forest Hospital Pharmacy	\$121,004.32	\$477,721.46	\$250,771.01	\$849,496.79	0.76%	\$283,165.60	\$3,397,987.16
Oak Forest Hospital OP Phar E	\$209,895.16	\$1,221,928.39	\$655,834.78	\$2,088,658.33	1.86%	\$696,219.44	\$8,354,633.72
Oak Forest Hospital PFS	\$5,071.31	\$1,150.00	\$4,255.82	\$10,476.93	0.01%	\$3,492.31	\$41,907.72
Woody Winston Health Center (Oak Forest Hospital)	\$5,484.30	\$6,524.70	\$4,593.73	\$16,602.73	0.01%	\$5,534.24	\$66,410.92
Lincoln Memorial Health Center (Oak Forest Hospital)	\$41,528.47	\$47,252.97	\$27,808.60	\$116,589.04	0.10%	\$38,863.01	\$466,362.16
Cottage Grove Health Center (Oak Forest Hospital)	\$32,359.80	\$38,758.68	\$28,062.13	\$99,180.61	0.08%	\$33,060.20	\$396,722.44
Oak Forest Specialty Clinic (Ambulatory Health Car	\$69,560.25	\$128,420.73	\$88,015.20	\$285,996.18	0.27%	\$95,332.06	\$1,144,004.72
Provident Hospital of Cook County	\$3,281,680.61	\$4,135,095.44	\$3,708,803.07	\$11,125,579.12	9.94%	\$3,708,859.71	\$44,504,310.48
Provident Hospital of Cook County Pharmacy	\$130,694.17	\$481,997.35	\$231,717.63	\$844,409.15	0.74%	\$281,469.72	\$3,397,638.64
Provident Hospital of Cook County PFS	\$10,580.29	\$3,385.75	\$7,732.05	\$21,698.10	0.02%	\$7,232.70	\$86,792.36
Provident Hospital Sengstacke	\$148,704.80	\$121,568.79	\$152,383.42	\$422,657.01	0.38%	\$140,885.67	\$1,690,628.44
Woodlawn Adult Health Center (Prov Hosp Accts-V)	\$7,510.32	\$18,976.10	\$9,812.45	\$36,364.87	0.03%	\$12,121.62	\$145,460.48
Near South Health Center (Prov Hospital Pat Accts	\$40,649.83	\$37,835.31	\$37,854.10	\$116,339.24	0.10%	\$38,779.75	\$465,357.08
J H Stroger Hospital Fee for Service	\$63,911.11	\$163,745.79	\$43,508.52	\$271,165.42	0.24%	\$90,388.47	\$1,084,661.68
	\$32,450,207.95	\$43,207,618.28	\$36,389,860.84	\$112,047,487.08	100.00%	\$37,349,162.38	\$448,189,948.32

Reviewed
CCBAS. neg.

As Amended

PART I

**AGREEMENT BETWEEN
JOHN MICHAEL RABA, M.D. AND
THE COUNTY OF COOK/COOK COUNTY HEALTH AND HOSPITALS SYSTEM**

APPROVED

SEP 19 2008

BY BOARD OF
DIRECTORS OF THE COOK COUNTY
HEALTH AND HOSPITALS SYSTEM

This Agreement is made and entered into by and between the County of Cook, a political and corporate, ("County") through its Cook County Health and Hospitals System and John Michael Raba, M.D. of 301 North Elmwood, Oak Park, Illinois 60302, a sole proprietor/independent contractor, ("Contractor").

WHEREAS, the System makes health care services available to persons who reside in Cook County, Illinois, regardless of their ability to pay, including the provision of health care to the indigent in a proficient and compassionate manner, and performs this function through the System which, through its health care delivery system, provides ambulatory and hospital health services; and,

WHEREAS, the System retains individuals to provide professional services related to the operations of the System and its hospitals; and

WHEREAS, the System requires an individual to serve as the Interim Chief Medical Officer ("Interim CMO") for the System; and

WHEREAS, Contractor is an independent contractor who possesses the qualifications and experience necessary to serve as the Interim CMO for the System; and

WHEREAS, the County wishes to contract with Contractor for the provision of Services described in this Agreement and Contractor wishes to contract with the County to provide these Services;

NOW THEREFORE, in consideration of the foregoing and the mutual promises, covenants, agreements and warranties contained herein, the parties agree as follows:

I. SERVICES

The Contractor agrees to perform the services that are described in Exhibit A, Statement of Work.

II. CONTRACT PERIOD

This Agreement shall commence on September 22, 2008 and shall continue until March 21, 2009. This Agreement may be extended upon the mutual agreement of Contractor and the Cook County Health and Hospitals System Board ("System Board").

III. PAYMENT

Payment to Contractor by the County shall be in the amount of Eighty-one thousand, Five hundred dollars (\$81,500) over the term of this Agreement payable in six monthly installments. Contractor

shall be required to provide the services required herein no less than twenty-five (25) hours per week during the Contract Period.

Contractor shall submit invoices to the System in triplicate on County Invoice Form 29A on a monthly basis. The County shall have the right to examine the relevant books of Contractor for the purpose of auditing the same with reference to all charges made to the County. In the event Contractor receives payment under this Contract, reimbursement for which is later disallowed by the County pursuant to the provisions of Part II - General Conditions, Contractor shall promptly refund the disallowed amount to the County on request.

IV. GENERAL CONDITIONS

This Agreement incorporates and is subject to the provisions attached hereto as Part II-General Conditions.

V. EXHIBIT

The Agreement incorporates the following Exhibit attached hereto:

Exhibit A, Statement of Work.

VI. ORDER OF PRECEDENCE

In the event that there is a conflict between or among any of the terms and conditions of any of the documents described below (which are collectively referred to herein as the "Contract"), the order of precedence to be used in interpreting the documents, from highest to lowest in priority and precedence, shall be as follows:

- (1) Part I, Agreement;
- (2) Part II, General Conditions;
- (3) Exhibit A, Statement of Work.

The parties agree that the Contract is the complete Contract between the parties and replaces any prior oral or written Contract or communications between the parties relating to the subject matter hereof.

Part II
GENERAL CONDITIONS

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned

personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contract shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using

department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach. In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to

General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 - 34-285

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise

Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/VBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor- Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/VBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Departments) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as

may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT 118

North Clark Street, Room 1018

Chicago, Illinois 60602

(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-25 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall

promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical

boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by

Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall, be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or

any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

EXHIBIT A

STATEMENT OF WORK

I. Position:

During the term of this Agreement, Contractor shall serve as the Interim Chief Medical Officer ("Interim CMO") for the Cook County Health and Hospitals System ("System").

II. Accountability:

Contractor shall report to the Chief Executive Officer (or Interim Chief Executive Officer if applicable) ("CEO") of the System. Contractor and the CEO shall participate in weekly meetings wherein they will coordinate weekly schedules and discuss the progress of the goals discussed below. Contractor shall attend the all meetings of the Cook County Health and Hospitals System Board ("System Board"). Contractor shall provide regular progress reports to the CEO and to the System Board concerning the status of the goals discussed below. Contractor, the CEO and the System Board will establish timelines as needed.

III. Office:

Contractor shall be provided suitable office space on the first floor of the Administration building, 1900 W. Polk Street, Chicago, Illinois.

IV. Goals, Duties, Deliverables, and Projects: The interim CMO will initially focus effort on the following goals, projects, and duties. Regular progress reports will be made to the interim CEO and to the Health System Board concerning the status of these goals. Timelines will be established as needed.

- **Cermak Health Services:** It is the goal of the System to attain accreditation of these services (by the appropriate accrediting bodies) as well as improve operations in response to noted issues contained within various reports (such as a recent Department of Justice survey report) while meeting best practices for correctional health. To successfully accomplish the above the Interim CMO will:
 - Meet with and coordinate the activities of the Cermak leadership staff to develop and carry out the necessary change and improvement plan that will result in the above stated goal, including targets, success metrics, and timeframe/milestones of implementation.
 - Prepare monthly briefing report for presentation to the Quality and Patient Safety Committee as to progress.
- **Medical Staff System-wide Integration:** It is the goal of the System to maximize the use of the physician staff and to utilize best practices when

considering the most flexible and efficient use of this workforce across the System. To successfully accomplish this the Interim CMO will:

- Work with the Medical Directors of the System's operating affiliates, through regular monthly and ad hoc committee meetings, to review those opportunities, from a System perspective, where better deployment of physician staff resources to meet patient service needs should be undertaken and implement a plan to do so. Metrics that define success in this area will be developed and appropriate reports on progress and results will be discussed with the Interim CEO, as well as periodically with the Board.
- National benchmarks for level of improvement in this area should be utilized for appropriate comparison and in setting goals.
- Will work with Medical Directors and Chief Operating Officers to identify challenges to the completion of this task, finding appropriate solutions, and proposing modifications to existing, or creation of new policies and procedures that will facilitate the intended full integration and deployment of available medical staff across the System's patient care delivery processes.
- Where appropriate will recommend to the Interim CEO changes that will result in elimination of needless duplication, maximize clinical services that can be offered within the available resources, and ensure that physician staff are appropriately matched to the demands of providing high quality, customer satisfying, outcomes based clinical services.
- **Productivity and Accountability Standards:** The valuable health care resources of the Health System must be fully utilized and effectively delivered. System-wide productivity measurements will assist to identify services and processes that are efficiently being delivered and those that require process improvements. To successfully accomplish this, the Interim CMO will:
 - Research and identify for adoption an appropriate and nationally accepted model for physician productivity. The standards will be provider-specific, department-specific, and facility-specific.
 - Develop and implement a plan this productivity plan including timeframe for completion, creation of a data gathering system for appropriate management monitoring, metrics for measuring success, and milestones for measuring implementation progress.
 - Regular monthly reports on this project will be made to the Interim CEO as well as the Board.
- **Other Assignments:** From time to time it is expected that the Interim CMO will assist the System Executive team in the usual and customary business of the System including but not limited to:
 - Overall process improvement strategies

- Strategic planning and program evaluation
- Routine interface with community and education partners
- Internal and Board Committee participation